



IN THE DISTRICT COURT OF OKLAHOMA COUNTY  
STATE OF OKLAHOMA

FILED IN DISTRICT COURT  
OKLAHOMA COUNTY

APR - 2 2020

RICK WARREN  
COURT CLERK

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Twin Rock Partners, LLC	)	
	)	
Plaintiff,	)	
	)	
v.	)	CJ-2020-1259
	)	
Underwriters at Lloyds, London,	)	
	)	
Defendant.	)	

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**AMENDED PETITION FOR APPOINTMENT OF NEUTRAL UMPIRE**

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Plaintiff for its cause of action against the Defendant hereby states as follows:

**STATEMENT OF FACTS**

1. Twin Rock Partners, LLC ("Plaintiff") had an insurable interest in the property located at 12821 Stratford, Oklahoma City, Oklahoma County, Oklahoma (the "Property").
2. Underwriters at Lloyds, London ("Defendant") provides insurance services in Oklahoma.
3. A substantial part of the events and actions giving rise to Plaintiff's claim herein occurred in Oklahoma County, Oklahoma, including, but not limited to: the location of the subject Property, delivery of the subject insurance contract; the event that caused covered damages to the Property; and the inspection of the Property. Accordingly, pursuant to 12 O.S. §137, venue is proper in Oklahoma County, Oklahoma.

**APPOINTMENT OF A NEUTRAL UMPIRE**

4. Plaintiff entered into a contract for insurance, Policy No. SLS30511117 (the "Policy"), with the Defendant to provide coverage to the Property and its contents.

5. On or about August 27, 2017, the Property insured under the Policy was severely damaged as a direct result of a hailstorm (the "Loss").
6. Plaintiff timely and properly submitted a claim for the Property damage incurred due to the Loss, and was assigned claim number of PF00113 (the "Claim").
7. The parties entered into an Agreement Regarding Appraisal (the "Appraisal Agreement") setting forth the terms as to the process for valuation of the Loss, which states:

Designated Appraisers and Umpire: Underwriters and Twin Rock have selected their respective competent and impartial appraisers for the appraisal proceedings on each of the Disputed Claims, as identified on Exhibit A (collectively, the "Appraisers"). In turn, each of Underwriters' and Twin Rock's selected appraisers have selected (or will, as soon as practicable, hereafter select) an individual to serve as the umpire for the applicable appraisal proceeding, also as identified on Exhibit A (the "Umpire"). Any changes to the individuals identified on Exhibit A may hereafter be agreed by the Parties in a separate writing or email.

8. Pursuant to the terms of the Appraisal Agreement, the parties have each designated their respective appraisers.
9. Pursuant to the terms of the Appraisal Agreement, the parties' respective appraisers have met to attempt to agree on a *neutral umpire*; however, they have not been able to agree.
10. Neither the Appraisal Agreement nor the Policy sets forth the procedure to break the stalemate of appointing a *neutral umpire*.
11. Pursuant to 36 O.S. § 4803, Policies in Oklahoma are to contain the following provision regarding the method of valuing the damages to the Property:

APPRAISAL: If the Underwriters and the Insured disagree on the value of the property or the amount of loss, either may make written demand for an appraisal of the loss. In this event, each party will select a competent and impartial appraiser. The two appraisers will select an umpire. **If the appraisers cannot agree on an umpire, either may request that selection be made by a judge of a court having jurisdiction.** The appraisers will state separately the replacement cost and actual cash value of the

property and amount of loss. If they fail to agree, they will submit their differences to the umpire. A decision agreed to by any two will be binding. Each party will:

1. Pay its chosen appraiser; and
2. Bear the other expenses of the appraisal and umpire equally.

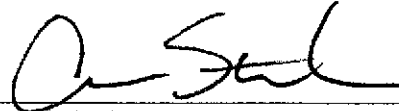
If there is an appraisal, it is without prejudice to the Underwriters' rights under the terms and conditions of the Policy and the Underwriters' right to deny the claim.

12. Pursuant to 36 O.S. § 4803, and as a matter of equity, it is necessary for this Court to appoint a neutral umpire.

**PRAYER FOR RELIEF**

WHEREFORE, the Plaintiff prays for an order for the appointment of a neutral umpire.

Respectfully submitted,



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